

## **ARTICLE 7 UNION BUSINESS AND ACTIVITIES**

### **Section A. Time Off for Union Business.**

1. To the extent that attendance for Union business does not substantially interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be allowed time off without pay for authorized Union business. Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend an authorized Union function to his/her immediate supervisor, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement.

In addition to the notice from the employee required above, the Local President or his/her designee shall also provide, at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D. of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations the Employer may authorize a variance from this procedural requirement.

Such written notice shall be provided to the named employee's immediate supervisor and the Department. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Local President or his/her designee.

3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits up to a limit of one hundred twenty (120) hours except as may be agreed upon, on a case by case basis, subject to the following regulations:

a. Employees shall be permitted annual leave absence from work for such Union business only up to a maximum of their accrued credits.

b. The Union may reinstate only such employee expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account. This payment shall represent the full cost of the employee's absence. The cost shall be the employee's current rate of pay (including any shift differential and premium payment), the employer's cost for insurance, and

FICA/retirement costs. This provision shall be administered in compliance with applicable tax statutes.

c. The Union shall be allowed to exercise the option of reinstating annual leave for any one employee not more than once in each fiscal quarter of the fiscal year.

#### **Section B. Union Officers.**

The Union agrees to furnish the Office of State Employer in writing the names, Departments/Agencies, and Union offices held by the elected or appointed members of the Local within thirty (30) days of the effective date of this Agreement. Similar written notification shall be provided within ten (10) days of any changes in the officers.

#### **Section C. Time Off Without Loss of Pay During Working Hours.**

Employees shall be allowed time off without loss of pay during working hours to attend Grievance Hearings, Labor-Management Meetings, and Committee Meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Local Representatives, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Employer.

#### **Section D. Administrative Leave Banks.**

Subject to the operational needs of the Employer, employees covered by this Agreement and designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend authorized Union functions, subject to the following conditions:

1. An Administrative Leave Bank is established based on 300 hours of Administrative Leave for each 1,000 employees in the Human Services and Administrative Support Units combined, who are on active payroll status at the end of the first pay period in January of each calendar year.

Such Administrative Leave Bank shall be allocated to Departments having employees in these Units in proportion to the number of employees who are on active payroll status employed by such Departments within each Unit covered by this Agreement.

Such Administrative Leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

Such Administrative Leave shall be granted only in blocks of four (4) or more hours.

Such Administrative Leave shall not be treated as hours worked for the purposes of computing daily or bi-weekly overtime premium.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Employee Relations Policy.

The Departmental Employer shall provide the Local Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

No deduction shall be made, nor shall any employee be entitled to be released on such Administrative Leave, without prior written authorization from the President of Local 6000 or his/her designee.

**2.** An Administrative Leave Bank shall be established based on eight (8) hours of Administrative Leave for every ten (10) employees in these Bargaining Units at the end of the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in these Units which were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

The Union shall designate to the Employer in writing the names of its officers or other elected or appointed officials entitled to utilize such administrative bank. The Union may designate up to ten (10) representatives who shall be the only ones permitted to use such bank. In the event that a named representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designating of an alternative representative by the Union.

Representatives so designated shall be permitted to engage in Union activities in this Agreement only by utilizing this bank.

Such representatives are to be considered as employees of the Union during the periods of absence covered by Administrative Leave from the bank. Should an Administrative Board or court rule otherwise, the Union shall indemnify and hold the Employer harmless from any Workers Compensation claims by the employee arising during or as a result of the employee's absence covered by Administrative Leave from the bank.

For purpose of seniority accrual, time spent by such employees shall be considered as time worked unless prohibited by applicable legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance

premiums during the periods of absence covered by Administrative Leave from the bank.